

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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DOUGLAS JEMAL,	:	
	:	Case No.: 1:23-cv-09404-LGS
Plaintiff,	:	
vs.	:	
	:	
ELLIOT SHALOM,	:	
	:	
Defendant.	:	
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ANSWER TO COMPLAINT

Defendant, Elliot Shalom (“Defendant”), by and through its attorneys, Lazarus and Lazarus, P.C., as and for its Answer to the Complaint of Plaintiff Douglas Jemal (“Plaintiff”) as follows:

PARTIES

1. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 1 of the Complaint.
2. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 2 of the Complaint.
3. Defendant admits to the truth of the allegations set forth in paragraph 3 of the Complaint.
4. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 4 of the Complaint, except refers to the laws, rules and statutes referenced therein.
5. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of the Complaint, except refers to the laws, rules and statutes referenced therein.
6. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 6 of the Complaint, except refers to the laws, rules and statutes

referenced therein.

7. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 7 of the Complaint, except refers to the Note referenced therein.

8. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 8 of the Complaint, except refers to the Note for the terms, conditions and content thereof and avers that in the period from September 10, 2015 through to August 18, 2022, Plaintiff, on multiple occasions, made gifts, not loans, to Defendant, his wife and his children.

9. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 9 of the Complaint, except refers to the Note for the terms, conditions and content thereof.

10. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 10 of the Complaint, except refers to the Note for the terms, conditions and content thereof.

11. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 11 of the Complaint, except refers to the Note for the terms, conditions and content thereof.

12. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 12 of the Complaint, except refers to the Note for the terms, conditions and content thereof.

13. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 13 of the Complaint, except refers to the Note for the terms, conditions and content thereof.

14. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 14 of the Complaint, except refers to the Demand Notice for the content thereof.

15. Defendant admits to the truth of the allegations set forth in paragraph 15 of the Complaint and refers to the acknowledgment referenced therein for the content thereof.

16. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 16 of the Complaint, except refers to the books, records and documents by and between Plaintiff and Defendant.

17. Defendant denies the allegations set forth in paragraph 17 of the Complaint.

18. Defendant denies the allegations set forth in paragraph 18 of the Complaint.

19. Defendant denies the allegations set forth in paragraph 19 of the Complaint.

20. Defendant denies the allegations set forth in paragraph 20 of the Complaint.

21. Defendant denies the allegations set forth in paragraph 21 of the Complaint.

AS AND FOR PLAINTIFF'S FIRST COUNT AGAINST DEFENDANT
(BREACH OF CONTRACT)

22. Defendant pleads to the allegations set forth in the paragraph of the Complaint marked and numbered 22 by incorporation each and every prior allegation hereof as if set forth at length herein.

23. Paragraph 23 of the Complaint sets forth a conclusion of law to which no response from Defendant is required.

24. Defendant denies the allegations set forth in paragraph 24 of the Complaint.

25. Defendant denies the allegations set forth in paragraph 25 of the Complaint.

26. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 26 of the Complaint.

27. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 27 of the Complaint except refers to the Note referenced therein for the terms and conditions thereof.

28. Defendant denies the allegations set forth in paragraph 28 of the Complaint.

AS AND FOR PLAINTIFF'S SECOND COUNT AGAINST DEFENDANT
(UNJUST ENRICHMENT)

29. Defendant pleads to the allegations set forth in the paragraph of the Complaint marked and numbered 29 by incorporation each and every prior allegation hereof as if set forth at length herein.

30. Paragraph 30 of the Complaint sets forth a conclusion of law to which no response from Defendant is required, however, Defendant admits that Plaintiff, on multiple occasions, made gifts, not loans, to Defendant, his wife and his children.

31. Defendant denies the allegations set forth in paragraph 31 of the Complaint.

32. Defendant denies the allegations set forth in paragraph 32 of the Complaint.

AS AND FOR PLAINTIFF'S THIRD COUNT AGAINST DEFENDANT
(BOOK ACCOUNT)

33. Defendant pleads to the allegations set forth in the paragraph of the Complaint marked and numbered 33 by incorporation each and every prior allegation hereof as if set forth at length herein.

34. Defendant denies the allegations set forth in paragraph 34 of the Complaint.

AFFIRMATIVE DEFENSES

AS AND FOR DEFENDANT'S FIRST AFFIRMATIVE DEFENSE

1. Plaintiff fails to state a claim upon which relief can be granted.

AS AND FOR DEFENDANT'S SECOND AFFIRMATIVE DEFENSE

2. The enforcement of one or more of the alleged loans is barred by the statute of limitations.

AS AND FOR DEFENDANT'S THIRD AFFIRMATIVE DEFENSE

3. The enforcement of one or more of the alleged loans is barred by reason of Plaintiff's gift of the subject funds to Defendant, Defendant's wife and Defendant's children.

AS AND FOR DEFENDANT'S FOURTH AFFIRMATIVE DEFENSE

4. Plaintiff's claims are barred by the doctrine of waiver.

AS AND FOR DEFENDANT'S FIFTH AFFIRMATIVE DEFENSE

5. Plaintiff's claims are barred by the doctrine of laches.

AS AND FOR DEFENDANT'S SIXTH AFFIRMATIVE DEFENSE

6. Plaintiff's Second Count for Unjust Enrichment is barred by reason of Plaintiff's allegation of an express contract.

AS AND FOR DEFENDANT'S SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiff's Complaint is barred by reason of Plaintiff's improper motives and unclean hands.

AS AND FOR DEFENDANT'S EIGHTH AFFIRMATIVE DEFENSE

8. By reason of Plaintiff's failure to endorse the Note, each alleged loan must be proved on a item by item basis.

WHEREFORE, Defendant respectfully demand judgment dismissing the Complaint of Plaintiff, together with interest, costs and attorneys' fees; and for such other and further relief as this Court deems just and proper.

Dated: December 11, 2023
New York, New York

LAZARUS & LAZARUS, P.C.

/s/ Harlan M. Lazarus
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